

10/13/65

DEED.

BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to Chapter 121 of the General Laws of Massachusetts, and having its usual place of business at Boston, Suffolk County, Massachusetts, in consideration of Three Hundred Thousand Three Hundred Eighty-Four (\$300,384.00) dollars, grants to ROBERT LEVENTHAL, married to Eleanor M. Leventhal, of 20 Drumlin Road, Newton, Middlesex County, Massachusetts, and NORMAN B. LEVENTHAL, married to Muriel G. Leventhal, of 367 Dudley Road, Newton, Middlesex County, Massachusetts, as tenants in common, in equal shares, doing business as CENTER PLAZA ASSOCIATES, with quitclaim covenants the following described land in said Boston:

Parcel 12C containing 25,032 square feet on a plan dated ~~October~~, 1965, by Whitman & Howard, Inc., Engineers, to be recorded herewith, together with the fee to Pemberton Square as shown on said plan and the fee to the centerline of all other streets shown on said plan as abutting said Parcel 12C, subject to the rights, if any, of the public in Cambridge Street and Pemberton Square.

The premises are granted together with a permanent easement on remaining land of the grantor located to the south of the southerly bound of said Parcel 12C for the purposes of installation and maintenance of foundation footings necessary for the construction of the building to be erected on said Parcel 12C and the garage to be erected under said Pemberton Square, and any replacement, building, or garage; said easement is to extend from the centerline of Cambridge Street as shown on said plan to the westerly line of Pemberton Square as shown on said plan.

The premises are granted together with a temporary construction easement in all of the land abutting the granted premises owned by the grantor; said easement to be used by the grantees in connection with the construction of improvements on the premises conveyed by this deed. The temporary easement described in this paragraph is granted subject to existing licenses and to the grantor's right to maintain existing structures thereon, if any, and shall expire automatically twenty-six months from the date hereof. Said land may be occupied and used by the grantees and contractors and subcontractors employed by the grantees for the storage of earth fill, building materials, and building equipment, including vehicular equipment, trailers, temporary sheds, offices,



fencing, and signs, all as needed and used in connection with the construction being performed by the grantee on the granted premises. The grantees covenant that they shall not use the said land, nor suffer the said land to be used, for any other purposes.

Subject to an easement for public pedestrian travel shown on said plan as Twenty-Five Foot Easement for Sidewalk, which easement shall be 8 feet in height and shall be subject to the right of the grantees to construct in said easement area and maintain and use columns for support of the grantees' structure above. Said easement area shall be lighted and maintained by the grantees who shall be responsible for the safety, appearance, and cleanliness of such areas.

The grantees agree for themselves, their successors and assigns, that upon the laying out or taking by the City of Boston of said streets (including Pemberton Square) abutting the granted premises, or said easements through the granted premises, as shown on said plan, no claim for damages by reason of such laying out or taking will be made by them so long as such laying out or taking excludes or is made subject to all structural elements of the building to be constructed in, on, or under the granted premises, and is made subject to the rights of the grantees to penetrate the surface of Pemberton Square for the purpose of repair, maintenance and ventilation of its structure thereunder (such rights to be exercised subject to the reasonable control of said City and including the obligation to restore said Pemberton Square after penetration); provided that there will be sufficient area free and clear of any construction on or under the surface of said Pemberton Square for the reasonable installation of utilities in Pemberton Square by or with the permission of the City of Boston or any public authority which might lay out or acquire title to said Pemberton Square.

Subject also to the obligation, at the grantor's request, to grant such easements through the granted premises as the grantor shall determine are necessary for proper and convenient access to adjoining properties, but not inconsistent with the grantees' use of the granted premises, provided that at the same time the grantees are granted such related easements as are necessary for proper and convenient access through said adjoining properties but not inconsistent with the use of said adjoining properties. Nothing herein shall be construed to require either the grantee, the grantor, or the owner or owners of said adjoining properties to grant easements through the street floors or upper floors of the building



or buildings to be constructed on the granted premises or on said adjoining properties.

Subject also to the right of the City of Boston to maintain an existing sewer line in that part of the granted premises which is shown as Cambridge Street on said plan.

The grantees covenant for themselves, their successors and assigns:

- a. Until May 25, 2004, to devote the granted premises to and only to the permitted uses and subject to the applicable limitations of the Urban Renewal Plan for the Government Center Project Area, on file in the office of the City Clerk of the City of Boston, or as the same may be from time to time modified as long as any modification applicable to the granted premises is approved by the grantees, their successors and assigns (which Urban Renewal Plan, together with such modifications, is hereinafter referred to as the "Plan"), and which Urban Renewal Plan and modifications thereof shall be duly recorded in the Suffolk County Registry of Deeds.
- b. Until May 25, 2004, not to use or devote the granted premises or any part thereof for any use other than the uses or purposes specified in the Plan or contrary to any of the applicable limitations or requirements of the Plan.
- c. Until May 25, 2004, to give preference in the leasing of space in the buildings to be constructed on the granted premises to former commercial occupants of the Government Center Project Area to the maximum extent practicable.
- d. Until May 25, 2064, not to discriminate upon the basis of race, creed, color or national origin in the sale, lease, or rental or, in the use or occupancy of the granted premises or any improvement erected or to be erected thereon or any part thereof.
- e. Until May 25, 2064, not to discriminate in carrying out the redevelopment and construction of improvements on the granted premises and in the operation of the same after completion thereof, against any employee or applicant for employment because of race, religion, color or national origin.
- f. Until May 25, 2004, from time to time, at all reasonable hours, to give to the duly authorized representatives of the grantor and the City of Boston free and unobstructed access for inspection purposes to any and all of the improvements constructed on the granted premises and of all open area surrounding the same.



g. Until May 25, 2004, to keep the improvements constructed on the granted premises in good and safe conditions and repair, unless such improvements shall have become uninsurable, and, in the occupancy, maintenance and operation of such improvements and the granted premises, to comply with all laws, ordinances, codes and regulations applicable thereto, provided that this covenant shall not be construed to expand the tort liability of the grantees to their tenants or the general public beyond common law and statutory rules of general applicability.

h. After the improvements to be constructed by the grantees on the granted premises have been completed, and until May 25, 2004, not to reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof without the prior written approval of the grantor, which would result in any of the following: (a) if the external appearance of the building (including roof and penthouse) or the granted premises is affected in any way; or (b) if there are significant changes in materials, design, dimensions or color in the public lobbies, entrances, or arcades. In the event the grantees shall fail to comply with the foregoing requirement, the grantor may within a reasonable time after discovery thereof by the grantor direct in writing that the grantees so modify, reconstruct or remove such portion or portions of the improvements as were reconstructed, demolished or subtracted from or added to or extended without the prior written approval of the grantor. The grantees shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

i. Until May 25, 2004, to keep all of the insurable property and equipment in respect of the granted premises insured by fire and extended coverage insurance and insured against such additional risks with respect to which insurance is commonly carried on similar property and equipment in the City of Boston. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment and, in any event, in amounts not less than eighty per centum (or eighty per centum in the case of extended coverage insurance) of the current cash value of such property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts; shall have attached thereto a clause making the loss payable to the grantees, the mortgagee and (subject to the rights of the mortgagee) the grantor, as their respective interests may appear; and shall provide that no cancellation or termination shall be effective with respect to the grantor until



after 15 days prior notice has been given to the grantor. In the event such insurance is not maintained in full force and effect by the grantees, their successors and assigns, the grantor may procure same, the cost of which to the grantor, plus interest at the rate of 6% per annum, shall be paid to the grantor by the grantees, their successors and assigns.

j. Until May 25, 2004, if any improvement or part thereof constructed on the granted premises shall have been damaged or destroyed, to proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claim and other monies provided for the reconstruction, resotration or repair of any such improvement shall be deposited in a separate account of the grantees, their successors and assigns, or of any mortgagee. The proceeds and money so collected shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction, to the extent that such money and proceeds may permit, unless the grantees, their successors and assigns, with the written approval of the grantor and any mortgagee, determine that all or any part of such damage or destruction shall not be so reconstructed, restored, or repaired.

k. To commence such reconstruction or repair within a period not to exceed six months after such money or proceeds is received by the grantees, their successors or assigns, or any mortgagee (or such longer period as the grantor may specify in writing) and to well and diligently and with prompt dispatch prosecute such reconstruction or repair to completion within 24 months after the start thereof.

The covenants set forth above shall run with the land hereby conveyed and shall be to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the grantor and any successor public agency designated by or pursuant to law (and the United States in the case of covenant d hereof), both for and in their or its own right and also for the purpose of protecting the interests of the community and other parties, public and private in whose favor and for whose benefit such covenants are provided, and such covenants shall be in force and



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effect without regard to whether the grantor or any such successor or the United States remains or is an owner of or in possession of any land or interest in the Government Center Project Area, but shall not be enforceable by transferees of other land owned by the grantor in such Project Area; and such covenants shall not be binding on any owner or person in possession or occupancy except for his period of ownership, possession or occupancy.

This conveyance has the benefit of and is made subject also to the additional terms and conditions set forth in Land Disposition Agreement executed on January 9, 1964, by and between the grantor and the grantees hereto, as amended on August 6th, 1964, recorded with the Suffolk County Registry of Deeds, Book 7872, Page 522 and Page 564, and as amended on October , 1965, which amendment is recorded herewith, to the extent such terms and conditions relate to the granted premises, all of which such terms and conditions survive the delivery of this deed and are binding upon all persons dealing with the granted premises and enforceable by the grantor and any successor public agency designated by or pursuant to law to the extent provided therein.

All said additional terms and conditions contained in said Land Disposition Agreement, to the extent such terms and conditions relate to the granted premises, except only the covenants set forth specifically above in this deed and stated to run with the land, shall upon completion of said required improvements on the granted premises and the recording or registration of a certificate of completion cease to be of no further effect, and said certificate of completion shall be a conclusive determination that all obligations of the grantees, their successors and assigns, as to the granted premises have been satisfied except only said covenants set forth above in this deed and stated to run with the land.

IN WITNESS WHEREOF, on the                      day of October, 1965  
at Boston, Massachusetts, the parties hereto have caused this  
Instrument in five counterparts to be signed, sealed and delivered  
by their duly authorized officers, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and  
delivered in the  
presence of:

By \_\_\_\_\_  
Development Administrator

\_\_\_\_\_  
Robert Leventhal

\_\_\_\_\_  
Eleanor M. Leventhal  
(wife of Robert Leventhal)

\_\_\_\_\_  
Norman B. Leventhal

Approved as to form:

\_\_\_\_\_  
Muriel G. Leventhal  
(wife of Norman B. Leventhal)

\_\_\_\_\_  
John C. Conley  
General Counsel  
Boston Redevelopment Authority



